



Office of the City Engineer

May 12, 2020  
Board of Public Works and Safety  
City of Lafayette  
20 N 6<sup>th</sup> Street  
Lafayette, IN 47901

Dear Board of Public Works and Safety:

You have before you the Contract and Notice to Proceed with Heartland Excavating for the Greenbrier Subdivision Concrete Repair Project. This Project will prepare the subdivision for a subsequent asphalt overlay. Major components of this Project include:

- 6 new curb ramps
- Curb spot repair
- Raising of 11 storm drain inlets by 2 inches in order to prepare for a 2 inch overlay

The contract amount for this project is \$43,515.00. The Notice to Proceed begins immediately with Final Completion on August 28, 2020.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads "Jeromy L. Grenard". The signature is written in a cursive, flowing style.

Jeromy L. Grenard, PE  
City Engineer

# CONTRACT

THIS CONTRACT, made the 12th day of May, 2020, by and between Heartland Excavating Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

## ARTICLE I SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

### **GREENBRIER SUBDIVISION CONCRETE REPAIRS**

for the Owner, all in strict accordance with Contractor's proposal attached hereto and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

## ARTICLE II THE CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Forty-three thousand five-hundred fifteen dollars and 00/100 dollars (\$43,515.00 ). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

## ARTICLE III COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. General Conditions

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

## ARTICLE IV GUARANTEE

The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

HEARTLAND EXCAVATING INC

Contractor

By MICHAEL D. WEATHERS

Title CO OWNER

CITY OF LAFAYETTE  
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Gary Henriott, President

By: \_\_\_\_\_  
Norm Childress, Member

By: \_\_\_\_\_  
Cindy Murray, Member

By: \_\_\_\_\_  
Amy Moulton, Member

By: \_\_\_\_\_  
Ronald Shriner, Member

ATTEST:

\_\_\_\_\_  
Mindy Miller, Deputy Clerk

Date: \_\_\_\_\_